

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

PEOPLES BANK,

Plaintiff,

v.

F/V ERIN CARROLL, WN Registration No.  
WN85212SB, *in rem, et al.*,

Defendants.

CASE NO. C20-0150-JCC

ORDER

This matter comes before the Court on the parties' stipulated motion to authorize vessel inspections and the removal of crew personal effects from a vessel (Dkt. No. 22). The Court hereby GRANTS the motion and ORDERS as follows:

1. Prospective purchasers of the Defendant vessel F/V ERIN CARROLL, WN Registration No. WN85212SB (the "Vessel") and, if requested, their designated marine surveyors may be allowed reasonable access to the Vessel for purposes of conducting visual inspections, surveys by marine surveyors, and possible sampling of the lubricating oils of the vessel's engines, reduction gears, generators, and other rotating machinery for chemical analysis, pursuant to the terms and conditions set forth below.

2. All such inspections, surveys, and/or samplings shall be conducted under the

1 supervision of the substitute custodian, Marine Lenders Service, LLC, at such times and location,  
2 and by such individuals, as may be approved by, and arranged in advance with, the substitute  
3 custodian. The costs of the substitute custodian's services for such activities shall be the  
4 responsibility of the *in personam* Defendant and shall be a *custodia legis* cost in these  
5 proceedings.

6 3. Prior to any person being allowed access to the Vessel, the *in personam*  
7 Defendant shall provide to Plaintiff's counsel, the substitute custodian, and the U.S. Marshals  
8 evidence of current hull and machinery, protection and indemnity, and pollution insurance in  
9 respect to the Vessel on terms and with underwriters reasonably acceptable to Plaintiff's counsel  
10 and the U.S. Marshals.

11 4. Any and all persons boarding the Vessel for any purpose must first provide to the  
12 substitute custodian a properly executed release in the form of the attached Exhibit A.

13 5. No papers, equipment, supplies, or other materials, with the exception of oil  
14 samples, may be removed from the Vessel except upon the prior written approval of the  
15 substitute custodian or Plaintiff's counsel.

16 6. This order does not approve sea trials or other movement of the Vessel from its  
17 current moorage.

18 7. Any prior master or member of the crew of the Vessel may, with the prior  
19 permission of the substitute custodian, board the Vessel to identify and remove clothing and  
20 other personal effects of the master or crew member, subject to the following conditions: prior to  
21 any such boarding, the conditions stated in paragraphs 3 and 4 must be satisfied, and prior to the  
22 removal of any personal effects, such personal effects to be removed from the Vessel must be  
23 first specifically identified to Plaintiff's satisfaction and their removal authorized in writing by  
24 Plaintiff or Plaintiff's counsel.

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1 DATED this 3rd day of April 2020.

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5 John C. Coughenour  
6 UNITED STATES DISTRICT JUDGE  
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**EXHIBIT A**  
**WAIVER OF AND RELEASE FROM LIABILITY**

Each of the undersigned, in consideration of being permitted to board the vessel F/V ERIN CARROLL, WN Registration No. WN85212SB, for the purposes of inspection, survey, and/or retrieving crew personal effects, does agree to and does hereby waive his/her rights whatever arising from any possible injury, illness, and/or death to him/her which may result from going onto, or off of, and being on board the vessel for such purpose.

The undersigned understands and agrees that his/her execution hereof constitutes a full release from any and all liability for any injury, illness, and/or death, and any and all damages arising from his/her going onto, or off of, and being aboard the vessel. This release of liability extends to the benefit of:

1. Peoples Bank (Plaintiff), and its agents, employees and interested underwriters;
2. Marine Lenders Services, LLC (substitute custodian), and its agents, employees and interested underwriters;
3. The vessel F/V ERIN CARROLL, WN Registration No. WN85212SB, its engines, machinery and appurtenances and its interested underwriters; and
4. The U.S. Government and the U.S. Marshals, their agents and employees.

The undersigned understands and agrees that he/she shall be liable for any damage to the aforesaid vessel, including, but not limited to, its hulls, engines, machinery, appurtenances, furnishings, cargo, etc., arising out of any actions or activities of any nature undertaken by him/her in relation to his/her boarding the vessel, such liability to attach to him/her whether such actions or activities are negligent or not and whether the actions or activities of Marine Lenders Services, LLC and its agents and employees are negligent or not.

The undersigned further understands and agrees that the terms and conditions of this waiver of and release from liability extends to and are binding upon his/her heirs, assigns, and administrators.

**I HAVE READ THE FOREGOING WAIVER OF AND RELEASE FROM LIABILITY AND FULLY UNDERSTAND ITS CONTENTS.**

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Signature

\_\_\_\_\_  
Date

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Printed Name

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Address

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Phone Number